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NOTES OF CASES.

Right to Follow Proceeds of Draft into Payee's Bank.—The right of the drawer to claim the proceeds of a bank draft sent in payment of goods sold, deposited in bank, collected, and placed to the credit of the payee, because, to get possession of the property which he bought, he was compelled to pay a draft on himself which the seller of the goods had drawn, attached to the bill of lading, and had discounted, is denied in *T. S. Reed Grocery Co. v. Canton Nat. Bank* (Md.), 70 L. R. A. 959, although the seller fraudulently appropriated his draft while leaving the one against him outstanding in the hands of the concern which discounted it with lien on the property as security. The right to follow proceeds of draft into payee's bank account because of fraud or failure of consideration is the subject of a note to this case.

Carriers of Goods—Fires—Burden of Proof.—In case of the burning of cotton on a railroad platform, in the course of delivery, it is held, in *Lehman, S. & Co. v. Morgan's Louisiana & T. R. & S. S. Co.* (Mich.), 70 L. R. A. 562, that the carrier is bound to prove the origin of the fire, and that it was purely accidental and impossible to prevent.

Carriers of Passengers—Blind Persons.—The right of a blind person to transportation upon a railroad upon tender of fare, without an attendant, is upheld in *Illinois C. R. Co. v. Smith* (Miss.), 70 L. R. A. 642, if, as matter of fact, he is competent to travel alone without requiring other care than that which the law requires the carrier to bestow upon all its passengers alike.

Police Power—Tenement Houses.—Requiring the substitution of water-closets for school sinks in tenement houses is held, in *Tenement House Department v. Moeschén* (N. Y.), 70 L. R. A. 704, to be a proper exercise of the police power.

Divorce—Alimony—Contempt—Contemnor's Disabilities.—The right of a court, in an action for divorce, to punish a contempt in refusing to pay alimony by striking the defendant's answer from the record, or refusing to permit him to plead further, in a case where he has voluntarily absented himself from the territory for the purpose of avoiding contempt proceedings for failure to pay such alimony, is sustained in *Bennett v. Bennett* (Okla.), 70 L. R. A. 864.

Support and Maintenance—Legality of Consideration—Future Acquired Property.—An agreement by an applicant for admission to an